



Dear Department of Labor - OWCP Submitter,

In conjunction with the Department of Labor's Provider enrollment initiative, we at ACS EDI Gateway Inc. are enrolling submitters who wish to submit their transactions electronically. The purpose of the following enrollment form is to obtain information on how you plan to submit transactions electronically to ACS. Please fill out all appropriate sections as indicated by the checklist on page 2 of the enrollment form.

In addition to the enrollment form, the attached Trading Partner Agreement must be completed and returned to the DOL Provider Enrollment Unit in Tallahassee, FL.

If you have any questions about the ACS EDI Gateway enrollment form or EDI Trading Partner Agreement contact the EDI Support Unit at 800-987-6717, Monday-Friday 8 a.m.- 8 p.m. EST.

ACS EDI Gateway, Inc.





**EDI Trading Partner Enrollment Form -** Please print or type. Complete all areas of the enrollment form, unless otherwise indicated.

**Requirements Checklist by Submission Type -** The following checklist indicates which sections need to be completed for each submission type.

Section		Submission Type				
Number		Provider	Group Provider	Software Vendor	Clearinghouse	Billing Agent
1	Submitter Information	✓	✓	✓	✓	✓
2	Submitter/Trading Partner ID Number	✓	✓	✓	<b>√</b>	✓
3	Contact Information	✓	✓	✓	✓	✓
4	Software Vendors			✓		
5	SV/CH/BA Info	✓	✓	✓	✓	✓
6	Submitter Type	✓	<b>√</b>	✓	✓	<b>√</b>
7	Transactions	✓	<b>√</b>	✓	✓	<b>√</b>
8	Submission Method	✓	<b>√</b>	✓	✓	<b>√</b>
9	Delimiter Information	✓	<b>√</b>	✓	✓	✓
10	Electronic Report Retrieval	✓	<b>√</b>		✓	<b>√</b>
11	Terms and Signature	✓	<b>✓</b>	<b>√</b>	✓	✓





Please indicate your classification:				
Provider Group Provider Software Vendor (SV) Clearinghouse (CH) Billing Agent (BA)				
1.Submitter/Vendor Information				
Submitter Name				
Business Address				
City, State and Zip Code				
Telephone	Fax			
Provider Number	Group Provider Number			
EIN	Provider Specialty			
Email Address				
2. Submitter/Trading Partner ID Number				
If you are currently submitting electronic transactions directly to ACS EDI Gateway, Inc., please indicate your 5-digit Submitter ID or 6-digit Trading Partner ID:				
3. Contact Information Please indicate contact information, if different from Submitter in Section 1:				
Primary Contact Name	Primary Contact Title			
Business Address				
City, State and Zip Code				
Telephone	Fax			
Email Address				





3. Contact Information Continued				
Secondary Contact Name	Secondary Contact Title			
Business Address				
City, State and Zip Code				
Telephone	Fax			
Email Address				
4. Software Vendor If you have indicated that you are a Software Vendor in Section 1, please provide the following information:				
Software Name:	Software Version:			
Do you currently have clients submitting to ACS EDI?				
5. Software Vendor/Billing Agent/Clearinghouse Information If you are a submitter and plan to use the services of a Software Vendor, Billing Agent or Clearinghouse to submit your bills electronically to ACS EDI, please indicate the following information:				
SV/CH/ BA Name	t type of service will you use? Software Vendor (SV) Billing Agent (BA) Clearinghouse (CH)  CH/ BA Name  Contact name			
Business Address				
City, State and Zip Code				
Telephone	Fax			
Email Address				
<b>6. Submitter Type</b> Please check the appropriate submitter type below:				
I will submit bills via a vendor software	I am a Clearinghouse submitting on behalf of my clients.			
My Clearinghouse will submit to ACS on my behalf.	I am a Billing Agent submitting on behalf of my clients.			
My Billing Agent will submit to ACS on my behalf.	I am a Software Vendor providing services to my clients.			





7. Transactions				
Please check the appropriate transaction type(s) below:				
7a. NON-STANDARD TRANSACTIONS	7b. X12N TRANSACTIONS			
NSF v3.1	X12N 837P (Professional Claim)			
UB92 v5.0	X12N 837D (Dental Claim)			
	X12N 837I (Institutional Claim)			
8. Submission Method				
Please check the appropriate submission method(s) below	<i>y</i> :			
☐ ASYNC	☐ Web portal			
<b>9. Delimiter Information</b> If you are submitting X12N transactions, please provide the following. Providers may need to contact their SV, BA or CH for this information. (If nothing is entered the default delimiter will be used):				
Element Delimiter to be used:  Default Delimiter  (asterisk)  *  Segment Delimiter to be used:  Default Delimiter  (tilde)	Delimiter to be used:			
10. Electronic Report Retrieval				
Are you interested in retrieving your transaction reports electronically via ACS EDI Gateway's Data Exchange Mailbox System?				
If yes, who will retrieve your reports electronically?				
☐ I will retrieve my reports.				
My Billing Agent will retrieve reports on my behalf.				
My Billing Agent's 6-digit Trading Partner ID or 5-digit Submitter ID is:				
My Clearinghouse will retrieve reports on my behalf.				
My Clearinghouse's 6-digit Trading Partner ID or 5-digit Submitter ID is:				
I am a Billing Agent retrieving reports on behalf of my client.				
My 6-digit Trading Partner ID or 5-digit Submitter ID is:				
I am a Clearinghouse retrieving reports on behalf of my client.				
My 6-digit Trading Partner ID or 5-digit Submitter ID is:				
Which of the following reports will you receive electronically?				
997- Functional Acknowledgement 824- Business Edit Error Report				
835- Healthcare Claim Payment Advice Exception Report				



#### Department of Labor-OWCP ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT



### ACS EDI GATEWAY TRADING PARTNER AGREEMENT

THIS TRADING PARTNER AGREEMENT ("Agreement") is by and between SUBMITTER ("Submitter") and ACS EDI GATEWAY, INC. ("Trading Partner"), collectively "the Parties."

**Whereas**, Submitter desires to transmit Transactions to Trading Partner for the purpose of submitting data to a Health Plan;

Whereas, Business Associate desires to receive such Transactions for this purpose recognizing that Business Associate performs such services on behalf of the Health Plan; and

**Whereas**, Submitter is subject to the Transaction and Code Set Regulations with respect to the transmission of such Transactions.

Now, therefore, the Parties agree as follows:

#### 1. Definitions

<u>Trading Partner</u> means ACS EDI Gateway, Inc.

<u>Submitter</u> means the party identified as "Submitter" on the signature line of this Agreement who is a Health Care Provider as defined in 45 CFR 164.103.

Standard is defined in 45 CFR 160.103.

Transaction is defined in 45 CFR 160.103.

<u>Transactions and Code Set Regulations</u> means those regulations governing the transmission of certain health claims transactions as published by DHHS under HIPAA.

- 2. Obligations of the Parties Effective Upon Execution of this Agreement by Submitter
  - **A.** The Parties agree, in regard to any electronic Transactions between them:

- (1) They will exchange data electronically using only those Transaction types as selected by Submitter on the ACS EDI Gateway Trading Partner Enrollment Form (TPEF).
- (2) They will exchange data electronically using only those formats (versions) as specified on the TPEF.
- (3) They will not change any definition, data condition, or use of a data element or segment in a Standard Transaction they exchange electronically.
- (4) They will not add any data elements or segments to the Maximum Defined Data Set.
- (5) They will not use any code or data elements that are not in or are marked as "Not Used" in a Standard's implementation specification.
- (6) They will not change the meaning or intent of a Standard's implementation specification.





- (7) Trading Partner may reject a Transaction submitted by Submitter if the Transaction is not submitted using the data elements, formats, or Transaction types set forth in the TPEF. Trading Partner may refuse to accept any claims from Submitter if Submitter repeatedly submits Transactions which do not meet the criteria set forth in a TPEF or if Submitter repeatedly submits inaccurate or incomplete Transactions to Trading Partner.
- B. Submitter understands that Trading Partner or others may request an exception from the Transaction and Code Set Regulations from DHHS. If an exception is granted, Submitter will participate fully with Trading Partner in the testing, verification, and implementation of a modification to a Transaction affected by the change.
- C. Trading Partner understands that DHHS may modify the Transaction and Code Set Regulations. Trading Partner will modify, test, verify, and implement all modifications or changes required by DHHS using a schedule mutually agreed upon by Submitter and Trading Partner.
- D. Neither Submitter nor Trading Partner accepts responsibility for technical or operational difficulties that arise out of third party service providers' business obligations and requirements that undermine Transaction exchange between Submitter and Trading Partner.
- E. Submitter and Trading Partner will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Submitter and Trading Partner will make reasonable efforts to protect the safety and security of individually assigned identification numbers that are contained in transmitted business documents and used to authenticate relationships between the parties.
- F. Trading Partner may publish data clarifications ("ACS Companion Guides") to complement each Implementation Guide. Submitter should use ACS Companion

Guides in conjunction with the HIPAA Implementation Guides available at <a href="http://www.wpc-edi.com/hipaa/HIPAA\_40.asp">http://www.wpc-edi.com/hipaa/HIPAA\_40.asp</a>.

- G. Transactions are considered properly received only after accessibility is established at the designated machine of the receiving party. Once transmissions are properly received, the receiving party will promptly transmit an electronic acknowledgment that conclusively constitutes evidence of properly received transactions. Each party will subject information to a virus check before transmission to the other party.
- H. Each party will implement and maintain appropriate policies and procedures and mechanisms to protect the confidentiality and security of PHI transmitted between the parties.

#### 3. Miscellaneous

- A. This Agreement is effective on the date last signed below. This Agreement shall continue until such time as either party elects to give written notice of termination to the other party or termination of Transaction services provided by Trading Partner to Submitter, whichever is earlier.
- **B.** This Agreement incorporates, by reference, any written agreements between the parties relating to the subject matter hereof.





- **C.** This Agreement shall be interpreted consistently with all applicable federal and state privacy laws. In the event of a conflict between applicable laws, the more stringent law shall be applied. This Agreement and all disputes arising from or relating in any way to the subject matter of this Agreement shall be governed by and construed in accordance with Florida law, exclusive of conflicts of law principles. THE EXCLUSIVE JURISDICTION FOR ANY LEGAL PROCEEDING REGARDING THIS AGREEMENT SHALL BE IN THE COURTS OF THE STATE OF FLORIDA AND THE PARTIES HEREBY EXPRESSLY SUBMIT TO SUCH JURISDICTION.
- D. Unless otherwise prohibited by statute, the parties agree that this Agreement shall not be affected by any state's enactment or adoption of the Uniform Computer Information Transaction Act, Electronic Signature or any other similar state or federal law. Each party agrees to comply with all other applicable state and federal laws in carrying out its responsibilities under this Agreement.
- E. This Agreement is entered into solely between, and may be enforced only by, Submitter and Trading Partner. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Submitter or Trading Partner to any third party.
- F. NO WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY TRADING PARTNER UNDER THIS AGREEMENT. TRADING PARTNER'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT(S) PAID TO TRADING PARTNER BY SUBMITTER UNDER THIS AGREEMENT.
- G. Trading Partner may provide proprietary software to Submitter to allow Submitter to submit Transactions to Trading Partner. Submitter will protect the software as it protects its own confidential information and will not, directly or indirectly, allow access to or the use of the software or any portion thereof, on any computer, server, or network, by any person,

corporation, or business entity other than Submitter. Submitter may permit use of the software by contractors or agents of Submitter provided that any such contractors or agents are not competitors of Trading Partner and further provided that any such persons agree to protect the confidentiality of the software. Submitter and its contractors and agents are not permitted to use the software for any purpose other than submitting Transactions solely to Trading Partner.

**H.** This Agreement contains the entire agreement between the parties and may only be modified by an agreement signed by both parties.



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Submitter may elect to execute either a hard copy or an electronic copy of this Agreement. Hard Copy Execution: Submitter will sign a hard copy of this Agreement and mail to Trading Partner at the address indicated below. Trading Partner will return a copy of the fully executed Agreement to Submitter. The effective date of the hard copy Agreement is the date on which the Agreement is signed by Trading Partner. Electronic Copy Execution: Submitter should execute this Agreement by clicking on the "I AGREE" button that appears at the bottom of the Agreement. The effective date of the electronic copy agreement is the date Trading Partner receives the electronic transmission of Submitter's acceptance to the terms of this	Signature  Printed Name and Title
Agreement.	Date  DOL PROVIDER ENROLLMENT  Attention: ACS EDI Enrollment  PO Box 14600  Tallahassee FL. 32317-4600
	Signature  Printed Name and Title

Date



## Department of Labor-OWCP ELECTRONIC DATA INTERCHANGE FOR INTERNAL USE ONLY



Department of Labor Use Only (Do not write in this section)			
Approved	Approved/Disapproved By		
Disapproved			
EDI Submitter ID	Password		
EDI Specialist	Date Activated		
Provider Number			
For Internal Use			